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Mledical. 32.-HEALTH OF AMERICAN WOMEN.

omes of THE TRIBUNE since Dec. 1, 1858, have given abundant proof of the value of the GRAEFENBERG FAMILY REMEDIES, and the medical skill exhibited in their prepara-tion and administration. The remedy offered as a radical cure for all the diseases of women—which are met with in every family, and which affilet nine-tenths of all adult women—has proved itself fully equal to perform all that has ever been claimed for it. And why? Because the professional treatment is generally directed to the local derangement only, while that of the Graefenberg remedy is directed both to the local and the general symptoms; hence its remarkable curative effect, Judging in this way of the local derangement from general symptoms, which point out the difficulty with unerring certainty the medical advisers of the Graefenberg Company can detect the the medical advisers of the virugenous possibility of the remedy without making an examination. The fact that ladies meet with this outregeous and indelicate proposition from every physician, except from those connected with the Graefenberg Company, often induces them to suffer, and who can blame them, when they are asked to submit to treatment requiring a survice of modesty, the surest and toucliest brilliant in female character. When we add to this that the Graefenberg Catholicon will cure while the other remedies only torture without avail, we think we offer conclusive reasons for an immediate resort to the Graefen-

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Legal Notices.

IN PURSUANCE of an order of the Surrogate of the County of New-York, notice is hereby given to all persons having claims against FOLKER J. BECK, late of the City of New-York, deceased, to present the same, with vonders theref, to the subscriber, at the office of Q. McADAM, No. 55 Wall-street, in the City of New-York, on or before the twenty-eighth day of April next.—Dated, New-York, the nineteenite day of October, 1858.

oct20 law@nW.

Administratrix, &c.

NOTICE of APPLICATION for the discharge of an insolvent from his debts, pursuant to the provisions of the third article of the first title of the first pursuant to the provisions of the first article of the first title of the first published Jac. 26, 15.00. Creditors to appear before the Hon. S. P. Wis-NER, County Judge of Tompkins County, at his office in thease, N. Y., on the 7th day of April next, at 10 octook in the foremore.

Ja26 IswildwW Attorneys for Petitioner, Ithans, N. Y.

NEW-YORK SUPREME COURT.—JOHN
H WAYDELL, FREDERIC WAYDELL, and WILLLIAM A. WAYDELL, FREDERIC WAYDELL, and WILLLIAM A. WAYDELL, set at MOSSS KILGORE.—Summons
for mency on contract.—[Com. not ser.].—To the detections
above named: You are hereby summoned and resulted to
answer the complaint in this action, which was fined this day is
the office of the Clerk of the City and County of New York, at
the City Hall in the City of New York, and to serve a copy
of your answer to the said complaint on the subscribers, at
their office, No. 111 Broadway, in the City of New York within
twenty days after the service of this summons on you, exclusive
of the day of such service of this summons on you, exclusive
of the day of such service of this summons on you, exclusive
of the day of such service of this summons on you, exclusive of the day of such service; and complaint within the action will take judgment against you for the sum of four thousand five hundred and fiften dollars and extry one cents, with interest thereon from the lat day of January, 1875, besides the costs of this action.—Dated New York, January, 11, 133.

Jai2 lawfew BARNEY, BUTLER & PARSONS, Jai2 lawfew W.

SUPREME COURT—County of Westchester.— Name of the court member, at his office, in Peckakil, in and county, within a days after the service of this summons upon you, exclisithe day of such service; and if you fail to suswer the complaint as hereby required, the plaintiff will apply to the for the relief demanded in the complaint.—Dated James 1858.

DAVID W. TRAVIS, Fluintiff's Attorn The complaint in this action was fied in the office Clerk of the County of Westerster, at White Pistos, C20th day of January, 1859.

DAVID W. TRAVIS f2 law@wW. Plaintiff's Attorn.

CUPREME COURT .-- CITY and COUNTY SUPREME COURT. --CITY and COUNTY
NEW-YORK-JOSEPH G. M.LLS and WILLIAM
MILLS sgains: JAMES VANTINE. --Summuts. --To Jan
Vantine: You are hereby summuted, and required to any
the complaint in this action, which will be filed in the effect
the Clerk of the City and County of New-York, at the City in
the City of New-York, and to serve a ropy of your answer
the said complaint on the subscribers, at their office, No.
Broadway, in the City of New-York, with toward days a
the service of this summons on you, exclusive of the day of a

6, 1848
CLINTON, HUDSON & STAFFORD,
Plaintin' Autorneya, No. 178 Bread way.
The complaint in the above entitled action was filed in the
fire of the Clerk of the City and County of New-York on the
6th day of December 1988.

NOTICE OF APPLICATION for the discharge of an insolvent from his debta, pursuant to the provisions of the third article of the first title of the fifth chapter of the second part of the Revised Statutea.—WILLIAM H. ERWIN of the city of Brooklyn, in the County of Kings, and State of New York, an insolvent debtor. Notice first published February 2d, 1856. Or dition to appear before the Hon. Samuel D. Morria, County Judge of Kings County, at the Coambers of said Judge in the Otty Hall, in the City of Brooklyn in said County, on the 18th day of April next, at then o'clock in the foremon, to show came, if any they have, why an assignment abould not be made of said involvently estate, and the be discharged from his fields.

New-Mork Daily Tribune

THE ANTI-RENT CASES.

IN THE COURT OF APPEALS.

Wm. P. Rensselaer agt. John N. Smith-Covenant. Robert Christle, jr., and James C. Bell, Assigness of Wm. P. Van Rensselaer, agt. David Defreest-Ejectment. The above entitled causes are actions, the first to recover rent alleged to be in arrear, and the second to

recover possession of the premises for alleged non-payment of rent. The defendant in each case interposes a demurrer. The premises are in Renssalaer County. Stephen Van Rensselser agt. Robert Hayes-Covenant. Stephen Van Rensselser agt. Peter Ball-Sjectment.

In the foregoing cases the actions are similar, but in each case a trial was had in the Circuit. The premise

are in Albany County. The written deeds upon which the four actions are founded are substantially the same in form and effect, and the defense set up is substantially the same in each case. For the plaintiffs, appeared Charles H. Jenkins; and for the defendants, John H. Reycolds, Wm. M. Evarts, Nicholas Hell, Anson Bingham, and

Mr. Reynolds, in opening the case, referred the Court to the deeds upon which the actions were sought to be sustained. Two of them were dated in 1790, one in 1792, and the other in 1796.

Each of the deeds declares that Stephen Van Rensselaer, in consideration of five shillings, and also in consideration of the yearly rents, covenants and conditions therein contained, hath granted, bargained, sold, retherein contained, nain granted, but the granter, in each case, a farm, piece, or parcel of land, which is particularly described by metes and boundaries, to marly described by metes and and to hold the same unto the said granter, his

The usual reservations of mines, minerals, mill sites, and streams and land under water, and quarter sale, and streams and land under water, and quarter sale, are inserted in each deed, and each also provides for the payment of a yearly rent of wheat, fat fowls, and day's service with carriage and horses.

The plaintiffs claim as devisees or assignees of Stepher Van Rereslaer, the original granter, and the defendants are admitted to be assignors of the original grantees.

grantees.

The question is, can either ejectment or covenant be sustained as between these parties? The defendants claim that they are not answerable to the plaintiffs, because they are not parties to the original contract, and because, as assignees, they hold the land and all the legal estate therein dissevered from all estate of the original grar tor, and discharged from all the covenants and conditions of the grant.

Under the feudal system, the sovereign was the owner of all the land in the kingdom. Every holder of a fee was the tenant of the king. Every tenant had the right to create a fee, to be held of himself; provided the sub-tenancy thus created were less in amount or time than his own estate.

But at first, no tenant, neither a chief lord, that is, one who held his lordship and lands immediately from

one who held his fordship and lands immediately from the kirg, or any sub-tenant, could sell or alienate his estate without the consent of his superior lord. Such cestate without the consent of his superior lord.

consent was necessary in order that the superior lord
might see that his own tenant reserved the services
which would enable him to perform his own contract.
Individuals could hold estates in land only, and thus
own either tenancies or the reversions of tenancies. Every tenancy had its immediate reversion. The creation of a tenancy resulted in leaving a reversion in the party creating it. Without a reversion no new

Every party creating an estate or tenancy parted only with the right of possession. The right of property continued in him, and this was the reversion.

The largest estate capable of creation was a fee, and, under the federal system, a fee was as strictly a tenancy (with the reversion in the creator) as a tenance for life or very tenancy could be created.

ancy for life, or years.

The owner of every estate could create another to be held of himself, and of this tenancy he became the

lord, and so a new lord and a new tenant were added to the same premises.

The new tenancy, in all cases, was less than the fee,

because the assignment of the fee would operate as a transfer of the whole estate, and not as the creation of a new one, to be held of him as the lord.

Thus every tenant in fee could make himself the lord of a fee, by creating a new estate of that kind in some

or a tee, by creating a rew estate of that kind in some party, who would thus become his tenant.

In every care the escheat, called the possibility of reverter, remained in the lessor, and was deemed a reversion sufficient to subvert the tonancy.

By this process, tenancies in fee could be multiplied adjustments. Each one added a new lord and a new

ad infinitum. Each one added a new lord and a new tenant to the same premises.

The difference between alienation and sub-infeuda-tion was this: Alienation substitued one tenant for an-other: sub-infeudation added a new tenant and a new

The lord of one tenant might be the tenant in the

A party creating an estate could, at the time of its

creation, reserve rents and services, and fasten them
es burdens on the land.

Covenants could also, at the same time, be fastened

Covenants could also, at the same time, or seen the reversion in favor of the tenant.
Covenants thus became attached to the two estates—the reversion and the tenancy; each covenant to the one as a burden, and to the other as a benefit.
Whoever succeeded to these two estates respectively, became liable to perform the covenants attached as burdens, and to exact the performance of the covenants of those attached as benefits; and the owners thereous sustained to each other the relation of lord and tenant.

sustained to each other the relation of lord and tenant.

In no other manner, and in no other relation, could covenants be imposed as binding upon land.

When the owner of a tenancy in fee, or any lesses tenancy, aliened or sarigned his tenancy, he could not affix covenants or conditions to the premises sold, eather in his own favor, or in favor of any other persent. He was then merely the vendor, and not the lessor of the estate; and his alienes, or assignes, was its vendor, and his tenant. In such case, the his verdee, and not his tenant. In such case, the vendee became the tenant of the same lord of whom the vender before held.

the vendor before held.

The owner of every tenancy had the absolute property therein, as to every other party except his immediate reversioner; but as to him he had only the right of possession; consequently the tenant in fee who held of the sovereign had the absolute property

as to every other individual in the kingdom.

Such was the state of the law in England prior to the year 1290.

e year 1290.

Then was enacted the statute "Quia Emptores," so alled from the first words of it.

The operative words of this statute were:

"Henceforth it shall be lawful to any freeman to sell, at his own pleasure, his lands, and tenements, or part thereof, so, nevertheless, that the feofee (purchaser) shall held the same lands and tenements of the same chief lord of the fee and by the same services and customs as his feoflor (grantor) held them before."

befere."

Another section provided that if a part of the lands

Another section provided that if a part of the lands Another section provided that it a part of the sands to said, the purchaser shall hold the same of the chief lord, and shall be charged with such proportion of the services as ought to pertain to the soie lord, according to the quality of the lands and tenements so

Previous to this statute no owner of a fee could sell and alienate his estate, or any part of it, without the consent of his lore. If he wished to part with any pertion of his estate, without such consent, he was compelled to create a tenure under himself, by a grant reserving to himself. reserving to himself rents and services sufficient to enable him to perform his own obligations to his supe-nor lord. Then sub-tenancies, or sub-infendations, in process of time, became very embarrassing to the chief teres, and threatened to defeat their own enjoyment of

their estates.

They therefore procured the enactment of this law, which removed all restraint, and thereafter permitted the free alienation of fees, or parts of fees, but with the very important provine that every sale and alienation of a fee should transfer to the grantee the land to be holden, not of the granter, but of the lord of whom the granter had before held, and by the same are longer at liberty to create a envices. He was no longer at liberty to create a fenure upon a fee granted by bimself. The attempt to do it resulted in the entire allegation of his estate. He m ght have made him a tensut for life, or lives, for years or a tenant entail, but he could not by any kind of conveyance place under himself a tenant of an estate of the whole, or a part of a fire, substituted the vender in the place of the vender, as tenant of the vender schief lord, and by the same very loss.

The statute "Quia Emptores" was enacted in this State by the act of Feb. 20, 1787, three years before either of these grants was made by Stephen Van Rensselaer. The grants are grants in fee, and, by the The complaint in the above cuttled action was filed in the conce of the Clerk of th

ril lands should excheat for want of inheritable heirs. The statutes of 1779 and 1787 performed the same officers, and worked the same changes in this State as the statute Quis Emptores in England.

In these four cases Mr. Van Rensselser has made a

onveyance in fee reserving a rent.

What is the effect under our statutes?
In the case of Ingersoll vs. Sugrant (1 Wharton, 337)

it was held it was held:

1. A rent reserved on a conveyance in fee was a
rent service at common law, maintained as such by
the privity of estate growing out of the relation of lord and tenant, arising from the conveyance and sup-ported by the possibility of reverter to the granter, in case of the failure of inheritable blood on the part of the granter.

2. The statute of Quis Emptores, by destroying the

2. The statute of value table areas, by describing a privity of estate which areas at common law on such conveyances, and removing the possibility of reverter in case of an escheat, charged all rents arising to the grantees on conveyances in fee into reats charge, since the party to whom they were reserved was no longer the lord of the grantee, but a mere stranger. 3. The statute Quia Emptores is not in force in Pennsylvania, and there the feudal law prevails, as in

England prior to 1290.
(Kennedy J., page 350.) A covenant to pay a rent charge is merely personal and collateral to the land, and therefore will not render the assignee liable to an

action of covenant for the non-performance of it.

(Page 151.) As further evidence, going to prove that this statute (Quia Emptores) has not been considered in force here (Pennsylvania), actions of covenant have been brought and maintained for the recovery of ground rent, reserved in fee and for life, when in arrear, by the assignee thereof, in some instances against the grantees of the lots, who first covenanted

to pay them, and in others against their assignees.

But if the statute had been in force here, the ground-rent reserved in these cases would by means thereof, have been converted into a mere rent charge, there of, have been converted into a mere rent charge, and then, as has been already shown, the coverant on the part of the grantor of the land to pay the rent, would have been simply personal and collateral to the land, upon which no action could have been sus ained against the assignee of the grantee thereof."

The Court of Appeals in 2 Selden, 504, held that the statute of Quis Emptores was reconstrain in this State Feb. 20, 1787, and in reference to that statute and the previous one of 1779, held the following language:

"These statutes performed the same functions and wrought the same changes in the feudal tenures of this State, as the statute of Quia Emptores did in England. They put an end to all feudal tenure between one citizen and another, and substituted in its place a

citizen and another, and substituted in its place a tenure between each landholder and the people in their severeign capacity. They converted all reuts apon leases into fee from rent service into reat charges or rent sic."

rent sign."

A rent service is strictly feudal, and is due from a tenant to his lord. Any rent due from a tenant to his landlerd is a rent service. A rent charge is a rent granted by a man upon his own land, or a rent reserved upon a grant in fee, which by force of the statute Quia Emptores is changed into a rent charge. It was so called because a right to distrain for rent due was covered to the statute of called because a right to distrain for rent due was covepanted for in the grant. A rent sic was like a rent charge, except that there was no covenant of distress. It follows, therefore, from this chain of reasoning,

that Stephen Van Retsselaer having made grants in fee reserving rent, the statute Quia Emptores, or, in other words, our statute concerning tenures, which was a reconstruent of the statute Quia Emptores, conversed a respectment of the statute Quia Emptores, conversed the rents reserved into rent charges, which were sucrely personal and collateral, and cannot be recov-ered in an action of covenant, and for which ejectment cannot be sustained. The privity of contract between Van Rensselaer and his grantees could not be de-vised, and by virtue of the statute there was not from the execution and delivery of the grants any privity of estate.

the execution and delivery of the grants any privity of estate.

Van Rensselaer cold all his estate, and is to be regarded as a vender, who has aliened his land, and become, as to its owner, his grantee, a mere stranger. His grantees took the land and held it of the people by the same services as Van Rensselaer did. Van Rensselaer was the tenant of the people, being merely the pessessor of the fee, which belonged to and was the property of the people. He assigned his tenancy, and his assignee was substituted in his place as the tenant of the people. He could not impose rents or conditions upon the land so sold and allened, for, if he could, the tenant would not hold the land by the same services as he did, and of the same chief lord, that is, the people. In other words, the escheat of the land, the possibility of reverter, was in the people, and not in Van Rensselaer. There can be no landlord without a tenant, and no rent without a reversion. the possibility of reversibility of the variety of the variety of the variety of the version.

a tenant, and no rept without a reversion.

a regaint, and no rest without a reversion.

Reversion is necessary to create the relation of landlord and tenant. See Chambers' Landford and Tenant,

587; Platt on Leases, 19; Preston on Conveyancing,

124; 2d Dow & Clarke's Parliamentary Reports;

Lord Tenterden's opinion in the case of Plack vs.

Digges, page 180.

Digges, page 180.

The counsel then briefly reviewed the opinions of the Supreme Court, by virtue of which judgment was given in favor of the plaintiffs in all their actions. He read the opinion of Justice Wright, in which

He read the opinion of Justice Wright, in which Justice Harris concurred.

The opinion starts with the admission that the Van Reneselaer deeds are grants in fee, and that Van Reneselaer was, by force of the statute of 1787, divested of all his estate in the land. But the opinion insists that, by virtue of the statute (1 Revised Laws. 363) and of the subsequent statute of 1805 (Webser & Skinner's Session Laws, page 254, vol. 4), there was granted by the Legislature, to Van Reneselaer, a statute privity of estate.

Our statute of 1779 transferred from the British

Our statute of 1779 transferred from the British Our statute of 1779 transferred from the British Crown to the People of this State "the absolute property of all messuages, lands, tenements, and nereditaments, and of all rests, royalties, escheats, forfeitures, debts, dues, duties, and services, by whatever names, respectively, the same are called or known in law, and all the right and title to the same, from the 9th of July, 1776" (1 Jones & Varick, 44, sec. 14.)

tute of Tenures, or Quia Emptores Revised Laws, 70) followed.

The effect of these two statutes has been shown by by the language of the Court of Appeals (2 Seldon,

The act of 1788 (2 Jones and Variek, page 184), enabled grantees of reversions to take advantage of conditions to be performed by lessees.

This act was passed because it had been held by our Courts that the assignee of a reversion could not maintain an action on the covenant of the lessee to the

The act is entitled "An act to enable grantees of versions to take advantage of conditions to be per-

ormed by lesrees."

The first section gave grantees of reversions the same right of action that the granters had.

The record section gave assignees of lessees the same right of action that the lessees had.

same right of action that the basees had.

Obviously, therefore, in cases where the original granter or the original lessee or grantee, bal no right of action, this act gave none to essignees.

But these existed previous to 1787, and also previous to July 9, 1776, grants for life, grants for years, and grants in fee receiving rent, and as the statute of 1788, being a transcript of an English statute, which applied only to leases for life, or years, was held not to apply to the last that is, grants in fee reserving rent, to remedy this omission the statute of 1885 was passed.

of 1805 was passed.

It was therefore enacted "That all the remedies thereby given shall be construed to extend as well to grants, or leases in fee, reserving tents, as to leases for

Obviously, under this act, as well as under that of Obviously, under this act, as well as under that of 1788, of which it is an amendment, the assignees of granters or granters could tave no rights or remedies which the granters or granters had not. They have the same remedies—no mere and no less. The statutes do not enlarge or abringe the rights or remedies of granters or grantees, but merely extend to their assignees the same rights and remedies.

Now, by operation of the statute of 1787, the granter of a fee, reserving rent subsequent thereto, had no remedy by action against the assignee of the original grantee; and, therefore, the statutes of 1788 and 1805 could not confer on the assignee of the granter a right or remedy that he had not.

As it regards leases for life or years, or grants in fee

a right or remedy that be had not.

As it regards leases for life or years, or grants in fee reserving rests, made prior to July 9, 1776, these statutes undoubtedly give the right of action to the assigness of granters and grantees, became before that time areas. time such granters had the reversion in the land, and a privity of estate thereby, which gave them a right of action.

a privity of estate thereby, which gave them a right of action.

But even if it were granted that the statutes of 1788 and 1805 were intended to perform all that is attributed to them by the Sapreme Court, to wit: attach to an alienenated fee a statute privity of estate, which should stand in lien of a lost revison—it is submitted that this was beyond the power of the Legislature. The Constitution of the United States forbids the passage of laws impairing the obligation of contracts. The deeds upon which the rights of the parties to these suits are to be decided, must be construct, and interpreted, by and under the law as it stood when they were executed.

The Supreme Court, having admitted that Van Renselaer had no reversion in the land, no escheat, no possibility of reverter, were driven to invert some new name for this statute privity of estate, and have christened it "an entity assignable," which makes the granter's interest produce new equivalent to

makes the granter's interest produc rice equivalent to

a reversion.

In this discovery, or invention, the Supreme Court has reached soundings beyond the depth of the Court of Appeals in 20 Selten, where it is expressly said that there can be no equivalent to a reversion.

What is this entity?

Webster defines entity to be 1. Heing, essence, existence.
2. A real being, or species of being.
But what kind of an estate in lands is it! The

word is not to be found any statute, in any law dictionary, in any law blok. It has its first appearance in this opinion. If it is equivalent to a reversion, it can be purposed of continuing the feudal system it is a reversion. By it the practice of satisfications, abeliated by the statute of tenures, may be continued indefinitely. In every new grant of a fee, they will be created a lord of the entity.

bis vendes became the tenant of the same lord of whom the vendor held.

The owner of any t-maney as to every other party, except his reversionee, held in his estate, the absolute property. As to that reversionee he had only the right of possession. Consequently the tenant in fee who is the same lord of whom the vendor held. femonine, abeliated by the statute of lemmes, may be continued indefinitely. In every new grant of a fee, there will be created a lord of the eatily.

there will be created a lead of the entry.

By every statute of tenures every grantee in fee helds his land of the same services as his granter. His granter becomes a stranger to the land, and the grantee owes the same services as the granter owed to the people of the State. But if this newly discovered estate in land this monstrasity in law, this entity assignable is to be used to join together those who were before separated, then the grantee can relorger hold his lepto of the same arrivees as his granter; but every granter can exeste and fasce upon lands now services due to himself.

A few general propositions, at pheable to all the

A few general propositions, applicable to all the cesses now perding, appear, therefore, to be settle?

1. The deeds made by Van Reneselser are conveysances in fee, passing the en are cetate of the granter, leaving no reversion or possibility of reverter, in him or his heirs.

2. It results that there remains no interest or estate in Van Rebsselaer upon which any covenant can be f-stened, which he can transfer, unless the effects of our statutes is to preserve some undefined interest in Van Kenselaer, which, for the mere purpose of en-forcing the covenants in the deed, is to be regarded as equivalent to a reversion.

3. Van Reusselaer granting, by his deed all his

estate, is a stranger to the land granted, to all intents and purposes, and can impose no conditions, or cove-nents, or bordens, which run with the land, and bind the assignce, unless some nameless estate or tenure, between granter and grantee in fee, is preserved by If, in the present cases, the relation of landlord and

tenant exists, it is conceded that the plaintiffs must It is equally certain if that relation does not exist,

It is equally certain if that relation does not exist, there can be Loright of action.

Mr. Jeskins on the part of the plaintiffs, contended:

1. That, by the indenture, the grantee took an estate in fee, or of inheritance in the land, but upon the condition of paying rent. It was an estate in fee simple, but was conditional metansible, and not absolute.

The granter, by the words "yielding and paying." reserved, and the granter granted, covenanted and agreed, that the granter should have out of the land a rest, which was a new thing in form, but was, nevertheless as incorporab hereoftenest.

That the parties to the deed expressly agreed that he covenants should bind their assigns.

3. That the parties owing the fee had the just discussed and power to affix covenants and conditions they willed.

The only effect of the st tute of tenures was to make some covenants repugnant to the estate granted, and others not. It was legal, just and necessary that the covenants

she was legal, just and necessary that the covenanta should hand the assignees, because the rents and covenants were a part of the consideration.

1. That the grantee and his estate in the land, and the granter his estate in the rent, which were sufficient to carry the covenant; for covenants run with estates or real preperty, and as well with incorporation bereditaments and chattels real as with land.

5. The manuser, time, and torm of amounter the

5. The manner, time and form of americal the covenants were proper, legal and sufficient.

6. The covenants to pay the rent, and for the recovery thereof, were such as could be affixed to the estates. They touch and concern the estate in the rent, they affect the right to, and the value and mode of, erjoyment of the land granted, and are not col-

hateral nor repugnant to the catete granted.

7. The defendant, by taking the catate, assumed the obligation duty and equity amenzed, of paying the rent while he enjoyed the estate. The remedies are incident to the rent and part of the borden upon the

in terest is necessary to make covernate bind, or charge assignees, and privity of esta'e does not mean privity by tenure, except when that kind of tenure happens Numerous cases show that a sufficient privity, or re-

8. Neither feudal tenure nor a strict reversionary

Attention exists, and covenants can be sustened in favor of assignces of estates, when no strict relation of landlord and tenant or tenure exists.

9. The relation and mutual interest of the contracting parties, as granter and grantee, and the successive interests of assigners taking the whole estate respec-tively, a netitated all the privity of estate, or relation, which is necessary to sustain the actions and remedies

for rent, which the parties have provided, and the law therwise offords.

10. By the common law of this State, direct actions for rent against assignees, upon covenants is leases in fee, reserving rents, nave siways been sanctioned and sus-taired. The statute of 1895, virtually declared that, as to all remedies for rent, the relation of landsord and

tenant existed.

11. That the objections that these covenants are
void have been been the covenants.

void, have been heretofore taken, but not reported, and that the Supreme Court gave judgment upon the clear equity and justice of the obligation.

12. Under these manorial leases, the legal as well as conventional tenure was created between the

rantor and grantee.
The statute Quia Empteres applied to the immeliate tenants of the King.
Our statutes of tenure cannot apply, and was not retended to apply to those tenants who had the fran-chise of a manor, and were thus the chief lords, menchise of a manor, and were thus the chief lords, mentioned in the statute, for whose benefit it was made,
and to whose tenants, on their alienations, it applied.

If these statutes were appliesable to such tenants gencrelly, the King, as Lord Parmount, granted and
erected a "Lordship and Manor" to all intents and
purposes, with power to hold Court Baron, and
thereby, of necessity, and in turns, made a Manorial
Lordship, and heensed the chief lord of this fief, or
fee, to make tenants holding of him.

This question did not arise, and is expressly reserved

This question did not arise, and is expressly reserved.

Depuyster agt. Michael, 2, Selden, 502. The lease. then, if of manorial land, was, by an undertenant of the lord of the manor, to whom the statute applied, if existed then.

The lesser, as "lerd and proprietor of the manor," atted the see, in pare to proprietor of the manor," resided the fee, in pared of the manor to have and to hold, yielding and paying certain sextand cer-sin services to himself, his heirs and assignees, thus making a rict terms and sext service. The statute of 1779 transferred to the people the

nor as a mazer (comesses and services), but it did destroy the effect of the King's grant, nor take selected the theoretic the alogs grant, nor take sey the manchise, the manorial lordsuip, or seignory in Stephen Van Reusselaer had as to his tecauts 13. If the parties failed to provide effectually for the every of the rent, or if their remedies from express

be letion by statute, or other cause, have be lways, and the present Court must now, enforce its.

Mr. Bingham replied:

Mr. Bingham replied:

He remarked that we must first disabuse our minds of all our rotions about property in land. No individual has any property in land. In England the absolute ual has any property in land. By the fourual has any property in land. In England the absolute property in all the land is in the crown. By the four-teenth section of the statute of 1779, the absolute property of all lands, messanges, tenements and hereditant nis, and of all rents, royalties, franchises, preregatives, privileges, escheats, forfeitures, debts, dues, daties and services, and all right and title to the same, with the sovereignly and seignery thereof, were vested in the people of this State, from and after July 9, 1776. The absolute property, that is the fee, of all lands is in the State, and the owners of fees are the tenacts of the State. No man can create a fee. He can sell and assign his tenancy, and the grantee of a fee be-

and assign his tenancy, and the grantee of a fee be-comes at once the tenant of the State.

1. No man can recover in ejectment unless he has, at

1. No man can recover in ejectine at unless he has, at the time of commencing the action, a valid subsisting interest in the premises claimed, and a right to recover the same, or to recover possession thereof. Such are the words of the statute.

2. In the case of landlord and tenant, the plaintiff must make cut two points, to wit: 1st, his right of property: 2d, his right to the possession of that property. He must first allege and prove the creation of a tenancy, and that the reversion thereof belongs to him. He must also prove that he has a right to the possession of that tenancy.

ossession of that tenancy.
3. In the case of De Peyster egt. Michael, the ques-on was, Did the plaintiff own the reversion? The

That case decided that tenancy in fee could not be

that case decided that tenancy in see could not be created subsequent to July 9, 1796; and that the statute of Quia Emptores was in effect here, as embodied in our statute occerning tenancy passed in 1787.

4. Under the feudal law the absolute property of all lard was in the sovereign. Individuals could hold only estates in land. These estates were either tenancies or reversions of tenancies. The creation of SVEY tenancy resided in Asympton actate in every ery tenancy resulted in having an estate in rever-n in the party creating it. The party creating a sarey parted only with the right of possession. The every parted only with the right of possession. The everyone remained in him. Everyowner of a tenancy could create another to be held of himself. Tenancy pen tenancy could thus be created, to an unlimited extent. The createst, known as the possibility of

revertee, remained always in the lessor.

The party creating a tenancy could, at the time of its creation, rewrive rents and services, and fasten them as binding upon the land. All legal covenants and conditions could be fastened upon the land, and would become attached to the two estates, to the one as a beacht, and to the other as a burden. The owners of their two estates held the relation to each other of as a benefit, and to the other as a burden. The owners of there two estates held the relation to each other of lerd and teract. In no other relation could covenants be imposed as burdens upon land.

If the owner of an estate in fee, or any other tenancy, aliened and assigned his tenancy, he could not affix covenarts, or conditions to it in his own favor, or in favor of any one clae. He was surely a vendor, and

and which was bee any resource was five now, but | " increase of population in this period, it outlined a that is the bonness such and told when

must have been in virtue of the covenage in the deeds, and not by the common law.

The real question here is, whether the plaintiffs, as the assigness of Van Renselaer, can distrain the goods and chattels of these defendants, because the original grantees covenanted that Van Renseolaer might distrain them.

If such distress could ever have been allowed, it can be now, for the law of 1846 does not forbid it.

The statute of 1846 refers to the common law distress, and not to covenants of distress contained in deeds of assignment.

It is, therefore, ovident,

It that the right to distrain never existed under the 5. The Statute Quia Emptoree produced two direct 1. It gave to owners of estates, or tenancies in

2. It made it impossible for them to create terancies of those estates.

2. It made it impossible for them to create breakens in tee, by declaring that every lease of that kind should operate as an abstation, and not a subinfeudation.

6. The consequential effect of the statute was to prevent land from being perpetually burdened or incumbered with covenants and conditions. This was its object, and this was its effect.

7. At the time of the execution of the deeds upon which these actions are bronched (2200 and 1796), our

which these actions are brought (1790 and 1796), our laws were like those of England, subsequent to the statute Quin Emptores Individuals could not at that time have lands in fee. They could bold such estates, and sell and assign them, but they could not create them. They could be tenants in fee and assign such tenancies, but could not make themselves lords of such ater. The people in their sovereign capacity were is of the fee of all the land in the State, and held reversion thereof and individuals were prohibited creating tenercies in fee.

the reversion thereof and individuals were prohibited from creating tenercies in fee.

8. The complaint in these cases does not allege that the plaintiffs had any estate or interest in the premises, or ever had possession, of which they were deprived by the defendants or any one clea.

On the other hand, the plaintiffs show that they had no estate, and rever had possession.

Trey do not allege that the granter had any reversion to which they are entitled. They show neither a right of property nor a right of possession.

The deeds hear no evidence of an intention to lease, but of an intention to sell. The language, "hath granted, bargained, sold, demised, released and confirmed." "all that certain farm, piece or parcel of land," "to have and to hold to the grantee, his heirs and assigns forever," admits of but one construction, and has been used for centuries but for one purpose, to wit, as evidence of the intention of the party using it to sell and convey all his estate and property.

10. As actions for the collection of rents, the cases example the sustained.

There was no lease. The operative words of a lease.

cannot be sustained.

There was no lease. The operative words of a lease are "demire, grant, and to farm let," or "demise,

lease, or to farm let."

The conveyances being of the whole estate and interest of the grantor, leaving no reversion in him, were not leases, but assignments or transfers of the

grantor's estate.

There being no lease, there was no rent. Rent has a fixed legal meaning. It is the compensation due to the owner of land for the use or occupancy thereof. Rent is due from a tenant to a landlord, and cannot exist under any other relation.

11. To maintain this action it was incombent upon the plaintiffs to show:

First: That Van Ransselaer's deeds were deeds of

lease, creating a tenancy, leaving the grantor the owner of the premises just as he was before their execution, except that after their execution he had tenants under him, and before had none.

Second: That the plaintiffs had become the granters of the reversion before the alleged rents accrued, and remained so up to the commencement of the accrued.

ors.
They have failed to do these things.
I. They have neither alleged the deeds to be deeds of lease, nor that the granter had the reversion.

2. They have not alleged themselves to have been

grantees of the reversion.

On the other hand, they show that Van Ransselaer, at the date of the deeds, was the owner of an estate in fee. He was a tenat in fee. The State was the lord of the fee. The escheat was in the State. The statute of tenure provided that if he sold his fee his grantee the tenure provided that if he sold his fee his grantee. of tenure provided that if he soid his fee his grantee should immediately become the tenant of the State. He could not make a kase in fee; that is, neither he ner any one else could create a tenancy in fee. Van Ramselaer did not attempt to make a deed of lease. He held a tenancy in fee, and he sold and assigned it. He used the apt words of an assignment, and not the words of a lease.

Words of a lease.

It cannot be maintained that the grattees could hold the land "of the same fee" and of the same lord and "by the same services and customs" by which the vender held, if they still remained terants of Van Recsselaer.

There can be a lease w thout rent , but there cannot be rent without a lease. But purchase money is not rent, and calling it so will not make it so; nor will a

reat, and can be as we not a market a coverant that is shall be paid in instalments for a limited number of years, or perpetually, make it rent. Such coverants are personal, do not run with the land, and are not binding upon the assignces of the termits in fec. 12. Nor can these actions be sustained upon the ground that these estater, granted by Van Re-

are estates upon condition.

There are only two cases of voluntary conveyance of estates from one individual to another.
First. By creating a tenancy.

First. By creating a tenancy.

Second. By assigning a tenancy.

The former is by making a deed of iease. The latter by making a deed of sale and assignment.

The party who creates a tenancy can make it an estate upon condition; provided he makes the conditions in its own favor.

The party who sells and a-signs his tenancy cannot change its character by adding or abstracting condi-

Nor can the actions be sustained upon the ground

that Van Reusselser was "lord of the manor," and invested with the prerogatives of the chief lords in England, among which was the right to create a tenancy Even a lord of the manor could not reserve rents

upor an alienation of his estate. point. The absolute property of all lands, and franpoint. The absolute property of all lands, and franchises, and the sovereignty and seignery thereof, are vested in the State. The lord of the manor, after the passage of that act, was no more and no less than any other citizen. His seignory and all his privileges were taken away. He no longer had any franchise in the manor. He was left with an estate in the land, the same as if he had been the grantee or patentse of the State. He was a tenant in fee of the State. He could sell and assign his tenancy, but he could no longer cre a tenancy is fee, of which he would be the lord. He could no longer exercise exclusive privileges and pre-rogatives not belonging to other citizens of the State.

rogatives not belonging to other citizens of the State. The claim that a principality exists here, with classes and castes, with lords and vascals, patroon and boors, with rark, title and authority on the one hand, and homage, fearly and services on the other, is absurd. If the Legislature did not take away the franchise of a manor, it was because they could not do it. If they did not take it away, it exists now, with all its privileges of holding courts baron and lock, and its political rights, such as appointing Members of Assembly, Sheriffs, Justices, &c. If we have a chief lord here, it is time for the people to know it. If this is so, then there is a part of the State in which the people are upon a different footing from their fellow-citizens in the rest of the State. If Van Rensselar was a manor lord, and had power to create tenancies in fee, then he is exalted above all other citizens, and his tenants are is exalted above all other citizens, and his tenants are

cegraded below all others.

14 Mr. Bingham's examination of the opinions of
the Justices, and their judgment, in the Court below,
went over the same ground as that occupied by went over the same ground as that occupied by Mr. Reynolds.

The positions of the Justices the Supreme Court were subjected to a searching analysis, that for an hour, chained the undivided attention of the Court

and bar.

15. The judgments in the Court below were given upon a statute which provided an action of ejectment whenever any half year's rent, or more, shall be in arrest from any tenant to his landlord, and no sufficient distress can be found upon the premises to saft-infy the rent: and upon the statute of 1846, abolishing distress for rent, and, in certain cases, giving a re-entry, provided fifteen days' previous notice to recater

be given in writing.

The judgments cannot be sustained upon these 1. Because the statutes apply only to parties be-tween whom there exists the conventional relation of

Such relations, it has been shown, can be enacted Such relations, it has been shown, can be chacked only by lease, or the creation of a tenancy, and never by the assignment of a tenancy. Whenever the words "landierd" "tenant," and "rent," are used in our statutes, they are used as understood at common law.

1. The statute of 1846, applies to no case, unless the right to distrain once existed, and has been taken away. The right to distrain never existed in this State, ex-

The right to distrain never existed in this State, except for rent; that is, for rent service.

The statute of 1846 abolished distress for rent. It did not take away the remedy for any other demand, nor provide rearry except when it abolished distress. The Legislature did not understand that the right to distrain exceed to anything else but rent; if they did, they would not have limited the abolition to rent alone.

alone.
It has been held that a coverant in a lease, in the nature of a chattel mortgage, authorizing the sale of such foreiture as the lease should thereafter acquire, as well as that on hand, is voit, as to property there-after purchased, because, if otherwise, it would restore

1. That the right to distrain never existed under the deed in this case.

2. If it ever did, it exists now; but, in sither case, even if the statute as to recently and ejectment is made to apply to vendor and vendee, this judgment cannot be sustained.

3. It will not help the matter to call the covenants a rent charge. It all resolves itself into the question whether a tenant in fee, or of any other estate, can sell and transfer his tenancy, and fusten covenants and conditions aren. conditions upon it.

Called a rent charge, it none the less results in the

1. That the right to distrain never existed under the

must have been in virtue of the covenant in the deeds,

Called a rent charge, it none the less results in the question whether a tenant can impose conditions to avoid and defeat the estate which he boids by a deed of allenation or assignment. The effect of conditions is to enlarge, avoid or defeat an estate; never to

is to charge, a transfer.

16. Conditions may be annexed to any kind of crtate—crtates in fee, entail, for life, or years; but they must be annexed upon the creation of an estate, and not upon the sale or transfer of it. The deeds in these cases transferred the estate, and did not create it, and, therefore, the conditions are void.

17. The claim of reentry for non-payment of what

it, and, therefore, the conditions are void.

17. The claim of reentry for non-payment of what in the conveyance is called a rent reserved, shows only an attempt to do indirectly what the statute says shall not be done directly; that is, create the relation of landlerd and tenant between a granter in fee and all who should succeed to the estate.

The position of the plaintiff a counsel, that this Court, in the exercise of equity powers, can interfere, and order, and decree the defendants to pay the debts of another person, is against any principle of equity. Courts of equity, like courts of law, can decree the performance of legal contracts only. They may interpose, by injunction, to forbid an unlawful act; but not to do an unlawful act.

THE SAD CASE OF MATRIMONIAL INFI-DELITY AND SUICIDE.

An extra from The Bellows Falls (Vt.) Times brings An extra from The Bellows Falls (Vt.) Times brings us the details of an unusual combination of serious crimes, which had its development and crisis in that village on Friday morning. A young man, but 19, named William H. Sanders, cloped from Sprinfigeld, Vt., with his brother Daniel's wife, who, though married for five years, was herself but 19 years of age. They left home Thursday evening, came to Bellows Falls, and took adjoining rooms at the Bellows Falls House, registering only the name of the woman as "Miss Kendell of Weathersfield." Toward morning the husband arrived in pursuit, and, on being arrested

They left home Thursday evening, came to Bollows Falls. And took adjoining rooms at the Hellows Falls. House, registering only the name of the woman as "Miss Kendell of Weathersfield." Toward moraling the husband arrived in pursuit, and, on being arrested and their guilt detected, the runaways immediately took strychnine, which the young man had provided in his pocket, apparently for such an emergency. He died soon after in great agony, but the woman recovered from the poison, and was carried back home on Saturday. She left a young child sick with the group when she deserted her home. The testimony of the husband at the Coroner's inquest gives the best account of the sad and shocking history.

Daniel Sanders — I am 26 years of age, reside in Springfield, am a mechanic had a brother by the name of William B. Sanders, he has worked with me for the last two or three months; he was 19 years old; he boarded with see, he left my home last night about 6 viclock; about 5 viclock in the evening I become a little alarned at his absence, and I went to the Breys stable to accertain whether he had got a team from Mr. Hashina; inquired of Hashina how far he engaged it to a shout five miles, and said he would be back about 10 viclock; I went into his room and found all his dothes were gone, and that made me think he had left, my wife was gone; I rather thought she had gone with William, because her things were gone; the reason why I thought they had gone together was that here had been pretty thick talking together about the home, and their things being gone at the same time; she is 19 years old; I went to Fred Crain, deputy sheriff in Springfield, and told him what my suppicions were in relation to my wife and brother, and asked him what was best to do; Grain and I hears to the first own, the called women to the tavern near the depot and inquired if a young ouple had put up there; he said he thought they had, but would inquire of his soo, who, he said, put on the first room, and to went to the bearing to the heart of the hea oftcher and drank and hunded it to her, and she drank a little before I could get to her to take it away; I then took it away, and she sat down on the bed. I then called Grain and told him they had been taking poleon; Grain come in, and my brother and Grain beth went down; my wife then said they had both been taking strychnine, and wanted I should get the Dector in a horry; in about five minutes my brother came back with a digar in his month; he threw away his eigar and sat down in a rocking chair, and in about three to five minutes he fell out of the chair on the fictor; when he fell on the floor he said to my wife.

half a cozen persons in the room; some of them took him up and put him on the bed, and he say there toward as hour before he died; my wife's mane is Adaltic.

The Bellow's Falls Times adds the following facts: The Bellow's Falls Times adds the following facts:
We learn that the strychinine was procured some time since, and that the elopement was attempted about a week before. At the time W. H. Sander's proposed going with his brother's wise to Chester, to a buil, to which the husband consented, and finally concluded to go himself, and his presence frustrated the object in view. Daniel Sanders, husband of the truant woman, is said to be a very steady, indostrious, hard-working man, and exceedingly indurgent to his wife, for whom he has been ready to make any sacrifice, and in a short period had garenased for her largely in dresses and jeweiry. On the other hand she is said to, be rather pretty looking, giddy and light-hearted, earling more for balls and transient pleasures than her own household. She has a young child, which she left at home sick whom she ran away. On examination of a truin which she left looked up at home, she had taken out her things and purify filled it with wood. She got mousey of her bushud ender precises to mying a shawl on the evening of her descrition, but made no parchase.

Music Hali in Boston last Sunday forenoon to hear Mr. Emerson's lecture upon "Culture." Previous to the commencement of the lecture, the following letter from the Rev. Theodore Parker to his congregation. was read:

was read:

MUCH VALUED FRIENDS: When I first found myself unable to speak to you again, and medical men bade me be silent, and flee off for my life to a more genial clime, I determined, before I went, to make ready and publish my Now-Year's Sermon, the last I ever wrote, lying there yet unapoken; and also to prepare a letter to you, reviewing our past intercourse of now nearly fifteen years.

The phonogropher's swift pen made the first work casy, and the last sermon lies printed before you; the next I soon laid aside, reserving my forces for the last. But alas! the Thought, and still more the Emotion, requisite for such a Letter, under such circumstances, are quite tes much for me now. So, with moch regret, I find myself compelled to forego the attempt: nay, rather, I trust, only to postpone it for a few weeks.

few weeks.

New I can but write this note in parting, to thank
you for the patience with which you have heard me so
long; for the open-handed generality which has provided for my unexpected needs; for the continued
affection which so many of you have always shown
me, and now more tenderly than eve; and yet above
all for the joy it has given me to see the great ideas
and emotions of true religion spring up in your fields
with angle agence forming.

If my labors were to end to want depart in peace," Lord, now lettest then thy servant depart in peace,"

whose beneficent Providence not even a sparrow falls to the grand, living here or in heaven, we are all given me great pain that unbounded love. It has given me great pain that I could not be the fall of the could not be the fall of t given me great pain that I could not be with such of you as have lately suffered bereavements and other effiction, and at least speak words of endearment and sympathy, when words of consolation would not

Ereter place, Jan. 27, 1859.

Conduct the papers.

THEODORE PARKER'S FAREWELL LETTER TO ME CONGREGATION .- A large audience was present at the

with such signs of promise.

If my labors were to end to-day, I should still say,

Lord, now lettest thou thy servant depart in peace," for I think few men have seen larger results follow such labors, and so brief. But I shall not think our cornection is ended, or likely so no be; I hope yet to look in your eyes agair, and speak to your hearts.

So far as my recovery depends on me, be assured, dest friends, I shall leave nothing undone to effect it; and so far as it is beyord suman control, certainly you and I can trust the Influite Parent of us all, without whose hependeent Providence not even a sparrow falls.

suffice.

I know not how long we shall be separated, but, while thankful for our past relations, I shall still fervently pray for your welfare and progress in true religion, both as a society, and as individual mea and women. I know you will still think only too kindly of Your minister and friend.

Takeodore FARKER.

ice, esq., to Manire. Cler to prein, who will be